

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Igor Shibirin

(b) County of Residence of First Listed Plaintiff Wayne County, PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Timothy J. Abeel, Jr.

Timothy Abeel & Associates, P.C.

25 Regency Plaza

Glen Mills, PA 19342

(888) 830-1474

DEFENDANTS

Regal Marine Industries, Inc. and Volvo Penta of the Americas, LLC

County of Residence of First Listed Defendant Orange County, FL

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Brooks Rathet

Bromagen Rathel Klee & Smith PA

135 2nd Avenue North, Suite 1

Jacksonville Beach, FL 32250

(904) 242-0860

Vlada Tasich/Christian Weimann

Marshall Dennehey Warner Coleman & Goggin

2000 Market Street, Suite 2300 Philadelphia, PA

Philadelphia, PA 19103

(215) 575-2659

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)☐ 1 U.S. Government Plaintiff☒ 3 Federal Question
(U.S. Government Not a Party)☐ 2 U.S. Government Defendant
(III)☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff (For) and One Box for Defendant)

Diversity Cases Only

	PTF	DEF		PTF	DEF
Citizen of This State	1	1	Incorporated or Principal Place of Business In This State	4	4
Citizen of Another State	2	2	Incorporated and Principal Place of Business In Another State	5	5
Citizen or Subject of a Foreign Country	3	3	Foreign Nation	6	6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input checked="" type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify)	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1331

Brief description of cause:

Plaintiff alleges defects and nonconformities in the subject water vessel.

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ "more than \$136,593.20" CHECK YES only if demanded in complaint:

JURY DEMAND: ' Yes X'No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 9/17/20

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

FOR THE EASTERN DISTRICT OF PENNSYLVANIA – DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff 645 Woodpoint Court, 366 The Hideout, Lake Ariel, PA 18436

Address of Defendant 1300 Volvo Penta Drive, Chesapeake, VA 23320

Place of Accident, Incident or Transaction
645 Woodpoint Court, 366 The Hideout, Lake Ariel,
PA 18436

(Use Reverse Side for Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☒ No ☐

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number:

Judge

Date Terminated

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier number case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases – Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq.
(Please specify)

B. Diversity Jurisdiction Cases

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability – Asbestos
9. ☐ All other Diversity Cases
(Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, _____, counsel of record do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, Section 3(e)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE _____

Attorney-at-Law


Attorney I.D. # _____

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE

9/17/20



Attorney-at-Law

88679

Attorney I.D. #

FOR THE EASTERN DISTRICT OF PENNSYLVANIA – DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff 645 Woodpoint Court, 366 The Hideout, Lake Ariel, PA 18436

Address of Defendant 1300 Volvo Penta Drive, Chesapeake, VA 23320

Place of Accident, Incident or Transaction
645 Woodpoint Court, 366 The Hideout, Lake Ariel,
PA 18436

(Use Reverse Side for Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☒ No ☐

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number:

Judge

Date Terminated

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

Yes ☐ No ☒

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes ☐ No ☒

3. Does this case involve the validity or infringement of a patent already in suit or any earlier number case pending or within one year previously terminated action in this court?

Yes ☐ No ☒

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases – Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq.
(Please specify)

B. Diversity Jurisdiction Cases

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability – Asbestos
9. ☐ All other Diversity Cases
(Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, _____, counsel of record do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE _____

Attorney-at-Law

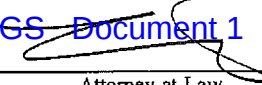
Attorney I.D. # _____

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE

9/17/20



Attorney-at-Law

88679

Attorney I.D. #

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

IGOR SHIBIRN	:	CIVIL ACTION
	:	
v.	:	
REGAL MARINE INDUSTRIES, INC.	:	
AND	:	
VOLVO PENTA OF THE AMERICAS,	:	NO.
LLC	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus-Cases brought under 28 U.S.C. §2241 through §2255. ()
- (b) Social Security-Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration-Cases require to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos-Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management-Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management--Cases that do not fall into any one of the other tracks. (X)

<u>September 17, 2020</u>	<u>Vlada Tasich, Esquire</u>	<u>Defendant, Volvo Penta of</u>
Date	Attorney-at-law	the Americas, LLC
		Attorney for
<u>(215) 575-2659</u>	<u>(215) 575-0856</u>	<u>vxtasich@mdwecg.com</u>
Telephone	FAX Number	E-Mail Address

Civil Justice Expense and Delay Reduction Plan

Section 1:03 - Assignment to a Management Track

(a) The clerk of court will assign cases to tracks (a) through (d) based on the initial pleading.

(b) In all cases not appropriate for assignment by the clerk of court to tracks (a) through (d), the plaintiff shall submit to the clerk of court and serve with the complaint on all defendants a case management track designation form specifying that the plaintiff believes the case requires Standard Management of Special Management. In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

(c) The court may, on its own initiative or upon the request of any party, change the track assignment of any case at any time.

(d) Nothing in this Plan is intended to abrogate or limit a judicial officer's authority in any case pending before that judicial officer, to direct pretrial and trial proceedings that are more stringent than those of the Plan and that are designed to accomplish cost and delay reduction.

(e) Nothing in this Plan is intended to supersede Local Civil Rules 3 or 7, or the procedure for random assignment of Habeas Corpus and Social Security cases referred to magistrate judges of the court.

SPECIAL MANAGEMENT CASE ASSIGNMENTS

**(See § 1.02(e) Management Track Definitions of the
Civil Justice Expense and Delay Reduction Plan)**

Special management cases will usually include that class of cases commonly referred to as "complex litigation" as that term has been used in the Manuals for Complex Litigation. The first manual was prepared in 1969 and the Manual for Complex Litigation Second, MCL 2d was prepared in 1985. This term is intended to include cases that present unusual problems and require extraordinary treatment. See §0.1 of the first manual. Cases may require special or intense management by the court due to one or more of the following factors: (1) large number of parties; (2) large number of claims or defenses; (3) complex factual issues; (4) large volume of evidence; (5) problems locating or preserving evidence; (6) extensive discovery; (7) exceptionally long time needed to prepare for disposition; (8) decision needed within an exceptionally short time; and (9) need to decide preliminary issues before final disposition. It may include two or more related cases. Complex litigation typically includes such as antitrust cases; cases involving a large number of parties or an unincorporated association of large membership; cases involving requests for injunctive relief affecting the operation of large business entities; patent cases; copyright and trademark cases; common disaster cases such as those arising from aircraft crashes or marine disasters; actions brought by individual stockholders; stockholder's derivative and stockholder's representative actions; class actions of potential class actions; and other civil (and criminal) cases involving unusual multiplicity or complexity of factual issues. See §0.22 of the first Manual for Complex Litigation and Manual for Complex Litigation Second, Chapter 33.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IGOR SHIBIRIN	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL ACTION NO.
	:	
REGAL MARINE INDUSTRIES, INC.	:	
AND	:	
VOLVO PENTA OF THE AMERICAS,	:	
LLC	:	
	:	
Defendants.	:	

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. § 1331, Defendant, Volvo Penta of the Americas, LLC, (“VPA”) hereby removes the action entitled Igor Shibirin v. Regal Marine Industries, Inc., et al., Docket No. 2020-C-0359, as filed in the Court of Common Pleas of Lehigh County, Pennsylvania (the “State Court Action”), to the United States District Court for the Eastern District of Pennsylvania, based upon the following:

I. BACKGROUND

1. On or about February 4, 2020, Plaintiff, Igor Shibirin (“Plaintiff”), filed his initial Complaint in the State Court Action in the Court of Common Pleas of Lehigh County, Pennsylvania. A true and correct copy of Plaintiff’s initial Complaint is included as part of the court file in the State Court Action attached hereto as Exhibit “A.”

2. On or about August 20, 2020, Plaintiff filed an Amended Complaint in the State Court Action in the Court of Common Pleas of Lehigh County, Pennsylvania. A true and correct copy of Plaintiff’s Amended Complaint is included as part of the court file in the State Court Action attached hereto as Exhibit “B.”

3. In his Amended Complaint, Plaintiff seeks recovery from Defendants under the Magnuson-Moss Warranty Act (“MMWA”), 15 U.S.C. § 2301 et seq., and under the Pennsylvania Unfair Trade Practice and Consumer Protection Law (“UTPCPL”), 73 Pa.C.S.A. § 201-1 et seq., for alleged defects and nonconformities in a water vessel, which purportedly impair the subject vessel’s use, value, and/or safety, as provided under the **Pennsylvania Automobile Lemon Law**, 73 Pa.C.S.A. § 1951-1963. See Exhibit B.

4. VPA was not a named party in Plaintiff’s initial Complaint. See Exhibit A. VPA was first named in Plaintiff’s Amended Complaint, and VPA was not served with Plaintiff’s Amended Complaint until August 28, 2020. See a true and correct copy of the service of process upon VPA attached hereto as Exhibit “C.”

5. Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders which have been served upon VPA is attached hereto as Exhibits A, B, and C.

6. This case is properly removed to this Court pursuant to 28 U.S.C. § 1331, as Plaintiff’s MMWA claim constitutes a federal question that is removable under 28 U.S.C. § 1331. Additionally, as a prerequisite for removal under the MMWA, Plaintiff seeks in excess of \$50,000.00 in economic damages. See Exhibit B. Specifically as to this claim, Plaintiff “demands judgment against Defendants in an amount equal to the price of the subject vessel [“more than \$136,593.20”], plus all collateral charges, incidental and consequential damages, reasonable attorney’s fees, and all court costs.” See Exhibit B. Lastly, this Court can properly exercise supplemental jurisdiction over the remaining state law cause of action under the UTPCPL because it arises from the same case or controversy pursuant to 28 U.S.C. § 1367.

II. DISCUSSION

A. This Court Has Jurisdiction Over This Matter Because Plaintiff Seeks Recovery In Excess of \$50,000.00 Under The Magnuson-Moss Warranty Act, Which Constitutes a Federal Question That is Removable to This Court Pursuant to 28 U.S.C. § 1331.

7. The State Court Action is a civil action of which this Court has original jurisdiction because it is an action “arising under the . . . laws . . . of the United States.” 28 U.S.C. § 1331. Plaintiff’s MMWA claim constitutes a federal question that is removable to this Court under 28 U.S.C. § 1331. Pursuant to Plaintiff’s MMWA claim, Plaintiff seeks in excess of \$50,000.00 in economic damages. See Exhibit B. Furthermore, pursuant to Plaintiff’s MMWA claim, Plaintiff “demands judgment against Defendants in an amount equal to the price of the subject vessel [“more than \$136,593.20”], plus all collateral charges, incidental and consequential damages, reasonable attorney’s fees, and all court costs.” See Exhibit B.

B. VPA Has Satisfied The Procedural Requirements For Removal.

8. VPA has timely filed this Notice of Removal within thirty days of being served with Plaintiff’s Amended Complaint. See 28 U.S.C. § 1446(b).

9. The United States District Court for the Eastern District of Pennsylvania is the federal judicial district embracing the Court of Common Pleas of Lehigh County, Pennsylvania, where the State Court Action was filed. See 28 U.S.C. § 1441(a).

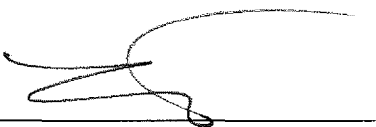
10. Regal Marine Industries, Inc. is the only other defendant to this action, and Regal Marine Industries, Inc. consents to removal as demonstrated by the written consent attached hereto as Exhibit “D.”

11. Pursuant to 28 U.S.C. § 1446(d), VPA will file a copy of this Notice of Removal with the Clerk of the United States District Court for the Eastern District of Pennsylvania. VPA will also serve Plaintiff and Co-Defendant, Regal Marine Industries, Inc., with copies of this Notice of Removal, and VPA will file the Notice of Removal in the State Court Action in the Lehigh County Court of Common Pleas.

WHEREFORE, Defendant, Volvo Penta of the Americas, LLC, notifies this Court that this action is removed from the Court of Common Pleas of Lehigh County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1331.

Respectfully submitted,

By:



VLADA TASICH, ESQUIRE
CHRISTIAN A. WEIMANN, ESQUIRE
**MARSHALL DENNEHEY WARNER
COLEMAN & GOGGIN**
Attorney I.D. Nos. 88679/312375
2000 Market Street, Suite 2300
Philadelphia, PA 19103
Phone: (215) 575-2659/Fax: (215) 575-0856
vxtasich@mdwcg.com
caweimann@mdwcg.com
Attorneys for Defendant,
Volvo Penta of the Americas, LLC

Dated: September 17, 2020

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IGOR SHIBIRIN

Plaintiff,

v.

REGAL MARINE INDUSTRIES, INC.
AND
VOLVO PENTA OF THE AMERICAS,
LLC

Defendants.

CIVIL ACTION NO.

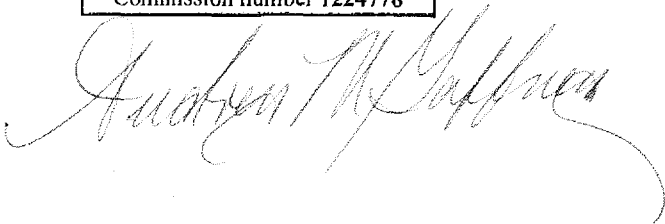
AFFIDAVIT

VLADA TASICH, ESQUIRE, being duly sworn according to law deposes and states that the facts set forth in the foregoing Notice of Removal are true and correct to the best of his knowledge, information, and belief.

Commonwealth of Pennsylvania - Notary Seal
Audrey M. Gaffney, Notary Public
Philadelphia County
My commission expires July 01, 2022
Commission number 1224778



VLADA TASICH, ESQUIRE



CERTIFICATE OF SERVICE

I, Vlada Tasich, Esquire, do hereby certify that a true and correct copy of the Notice of Removal of Defendant, Volvo Penta of the Americas, LLC, was served upon all counsel of record by ECF filing on the below date.

By:



VLADA TASICH, ESQUIRE
CHRISTIAN A. WEIMANN, ESQUIRE
**MARSHALL DENNEHEY WARNER
COLEMAN & GOGGIN**
Attorney I.D. Nos. 88679/312375
2000 Market Street, Suite 2300
Philadelphia, PA 19103
Phone: (215) 575-2659/Fax: (215) 575-0856
vxtasich@mdwcg.com
caweimann@mdwcg.com
Attorneys for Defendant,
Volvo Penta of the Americas, LLC

Dated: September 17, 2020

EXHIBIT A

FILED 2/4/2020 9:05 AM, Clerk of Judicial Records, Civil Division, Lehigh County, PA
2020-C-0359 /s/D N

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA

IGOR SHIBIRIN

CIVIL DIVISION

NO.:

v.

COMPLAINT IN CIVIL ACTION

REGAL MARINE INDUSTRIES, INC., File on behalf of Plaintiff:
STERLING MARINA, INC. AND Igor Shibirin
VOLVO NORTH AMERICA, LLC

COUNSEL OF RECORD FOR THIS PARTY:

Timothy J. Abeel, Jr., Esq.
Identification No.: 209961

TIMOTHY ABEEL & ASSOCIATES, P.C.
25 Regency Plaza
Glen Mills, PA 19342
(484)800-8433

WRIT WAIVED

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2020-C-0359 /s/D N

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION
ARBITRATION DOCKET

IGOR SHIBIRIN,
Plaintiff

NO.

v.

REGAL MARINE INDUSTRIES, INC.,
STERLING MARINA, INC., AND
VOLVO NORTH AMERICA, LLC,
Defendants

NOTICE TO DEFEND

CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, ~~you must take action within twenty (20) days~~ after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE

Lehigh County Bar Association
1114 Walnut Street
Allentown, PA 18102
(610) 433-7094

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators. **IF YOU FAIL TO FILE** the response described in the "Notice to Defend" a judgment for the amount claimed in the Complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

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NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

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2020-C-0359 /s/D N

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION

IGOR SHIBIRIN

Plaintiff

NO.

v.

REGAL MARINE INDUSTRIES, INC.,
STERLING MARINA, INC., AND
VOLVO NORTH AMERICA, LLC,
Defendants

COMPLAINT

1. Plaintiff, Igor Shibirin, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 645 Woodpoint Court, 366 The Hideout, Lake Ariel, PA 18436.

2. Defendant, Regal Marine Industries, Inc., is a corporation qualified to do an regularly conduct business in the State of Pennsylvania, with its address and principal place of business located at 2300 Jetport Drive, Orlando, FL 32809, and can be served at this address.

3. Defendant, Sterling Marina, Inc., is a corporation qualified to do an regularly conduct business in the State of Pennsylvania, with its address and principal place of business located at 61 Lacawac Road, Lake Ariel, PA 18436, and can be served at this address.

4. Defendant, Volvo North America, LLC, is a corporation qualified to do an regularly conduct business in the State of Pennsylvania, with its address and principal place of business located at 1 Volvo Drive, Rockleigh, NJ 07647, and can be served at this address.

BACKGROUND

4. On or about ~~July 24, 2017~~, Plaintiff purchased a new ~~2018 Regal 28 Express~~;

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manufactured and warranted by Defendant, bearing the Vehicle Identification Number

~~RCMHK576B818~~

5. The vessel was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

6. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than ~~\$136,593.20~~. A true and correct copy of the contract is attached hereto, made a part hereof and marked Exhibit "A".

7. In consideration for the purchase of said vessel, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vessel and/or remedial action in the event the vessel fails to meet the promised specifications.

8. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

9. The parties' bargain includes an express warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

10. ~~However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vessel is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.~~

11. During the warranty period, Plaintiff complained about defects and or non-conformities to the following vessel components: generator shutting off, oil slick behind vessel, temperature light illuminating and engine slowing down, and vessel overheating. True and

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2020-C-0359 /s/D N

correct copies of the repair invoices are attached hereto, made a part hereof and marked Exhibit "B".

12. ~~The vessel continues to exhibit defects and nonconformities which substantially impairs its use, value and/or safety as provided in 73 P.S. §1951 et seq.~~

**COUNT I
AGAINST ALL DEFENDANTS
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

13. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth in length herein.

14. Plaintiff has or may have resorted to Defendants' informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

15. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no Automobile manufacturer complies with 16 CFA 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

16. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301 (3).

17. Defendants are "suppliers", "warrantors", and a "service contractors" as defined by 15 U.S.C. §2301 (4),(5) and (8).

18. The subject vessel is a "consumer product" as defined by 15 U.S.C. §2301 (1).

19. By the terms of its written warranties, affirmations, promises, or service contracts, Defendants agreed to perform effective repairs at no charge for parts and/or labor.

20. The Magnuson-Moss Warranty Improvement Act requires Defendants to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vessel was delivered.

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21. Defendants have made attempts on several occasions to comply with the terms of its express warranties,, however, such repair attempts have been ineffective.

22. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be in appropriate.

23. Plaintiff ~~has afforded~~ Defendants a reasonable number of opportunities to confirm the vessel to the aforementioned express warranties, implied warranties and contracts.

24. As a direct and proximate result of Defendants' failure to comply with the express written warranties, Plaintiff as suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suite for such damages and other legal and equitable relief.

25. Defendants' failure is a breach of Defendants' contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

26. Plaintiff avers that Defendants' warranty was not provided to Plaintiff until after the vessel was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

27. Plaintiff avers Defendants' Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vessel.

28. Plaintiff avers that Defendants' warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

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29. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendants.

WHEREFORE, Plaintiff respectfully demands judgment against Defendants in an amount equal to the price of the subject vessel, plus all collateral charges, incidental and consequential damages, reasonable attorney's fees, and all court costs.

COUNT II
AGAINST ALL DEFENDANTS
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

30. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiff is a "Person" as defined by 73 §201-2(2).

32. Defendants are "Persons" as defined by 73 §201-2(2).

33. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

34. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

35. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another,

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

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(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing.

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

36. Plaintiff avers Defendants have violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

37. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

38. Defendants' conduct surrounding the sale and servicing of the subject vessel falls within the aforementioned definitions of "unfair or deceptive acts or practices."

39. The Act also authorizes the Court, in its discretion to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendants in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral changes, attorneys' fees, all court costs and treble damages.

TIMOTHY ABEEL & ASSOCIATES, P.C.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiff

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2020-C-0359 /s/D N

VERIFICATION

Timothy J. Abeel, Jr., states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the forgoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiff

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2020-C-0359 /s/D N

EXHIBIT “A”

MARINE PURCHASE AGREEMENT

[illegible]

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EXHIBIT “B”

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2020-C-0359 /s/D N

about:blank

Sterling Marina
P.O. Box 195
Greentown, PA 18426
(570) 689-4205**Invoice**

Slip Location
B-36

Date	Invoice #
10/15/2018	36938

Bill To
Iger Shiffrin 645 Woodpoint Ct 366 The Hideout Lake Ariel, PA 18436

PA 18436
10/15/2018

Boat - Make & Model	Hull ID #
Regal 28 Express	ROMHK576B818
Engine Serial #	Trailer Make
A975113	no trailer
Registration #	Customer Phone
PA9469DT	718-775-1242

Item	Quantity	Description	Rate	Amount
Outside Wint	1	Outside winter storage	1,635.00	1,635.00
Fork Fee	1	Fork Lift Fee	35.00	35.00
Oil Change	1	Synthetic Oil Change	115.00	115.00
Fresh Water Sys	1	Fresh Water System Winterization	139.00	139.00
		stabilize fuel in generator		
		PA Sales Tax	6.00%	17.34

Notes:Service Writer
Date Requested
Engine Hours In/Out
Tech

I authorize the above repair work to be done along with the necessary materials and grant you permission to operate the unit as necessary for purposes of testing or inspection. If I fail to pay for completed work, I understand you will have a mechanic's lien upon the Unit to secure payment for work and I expressly waive all rights under the State Laws. If collection is made by sales or any other method required, I agree to pay interest until paid in full, also collection costs, including reasonable attorney's fee. I have received a copy of this Work Order. I agree that the seller is not responsible for any loss or damage to the unit and or contents in case of fire, theft or any other cause beyond his control.

X

My signature above is authorization to complete the repairs described above and acceptance of the terms herein

Total 51,941.34**Payments/Credits** \$-1,941.34**Balance Due** \$0.00

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2020-C-0359 /s/D N

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Sterling Marina
P.O. Box 195
Greentown, PA 18426
(570) 689-4205

Invoice

Slip Location	Date	Invoice #
B-36	3/22/2019	37303

Bill To	Boat - Make & Model	Hull ID #
Igor Shibirin 645 Woodpoint Ct. 366 The Hideout Lake Ariel, PA 18436	Regal 28 Express	ROMHK576B818
	Engine Serial #	Trailer Make
	A975113	no trailer
	Registration #	Customer Phone
	PA9469DI	718-775-1242

Item	Quantity	Description	Rate	Amount
SUMMERIZATI...	1	Install Auto trim customer provided compound any scratches & heavy wax Summerize from storage & launch to his slip ASAP Generator was shutting off please check may part of warranty bulletin Scan volvo system for an overheat last season Be sure gelcoat repairs are complete (warranty) JM	0.00	0.00T
DET074	28	SUMMERIZATION: scanned motor and SPN441 came up. Jay looking into this. Checked generator and working fine.	18.00	504.00T
Labor - Nick	6	Heavy Wax Entire Boat CUDDY CABIN	109.00	654.00T
Shop Supplies	1	Service - Labor: installed auto trim that customer provided and lake tested.	28.95	28.95T
		Shop Supplies		
		Performed service campaign per volvo T-0079, Fuel Filter Tightening. PA Sales Tax	6.00%	71.22
Notes:			Service Writer Date Requested Engine Hours In/Out Tech	
<p>I authorize the above repairs work to be done along with the necessary materials and grant you permission to operate the unit as necessary for purposes of testing or inspection. If I fail to pay for completed work, I understand you will have a mechanic's lien upon the unit to secure payment for work and I agree to pay interest until paid in full, and collection costs, including reasonable attorney's fee. I have received a copy of this Work Order. I agree that the seller is not responsible for any loss or damage to the unit and/or contents in case of fire, theft or any other cause beyond his control.</p> <p>X</p> <p>My signature above is authorization to complete the repairs described above and acceptance of the terms herein</p>			Total	\$1,258.17
			Payments/Credits	5-1,258.17
			Balance Due	\$0.00

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Sterling Marina
P.O. Box 195
Greentown, PA 18426
(570) 689-4205**Invoice**

Slip Location
B-36

Date	Invoice #
4/22/2019	37633

Bill To
Igor Shlabin 645 Woodpoint Ct 366 The Hideout Lake Ariel, PA 18436

Boat - Make & Model	Hull ID #
Regal 28 Express	ROMHKS76B818
Engine Serial #	Trailer Make
A975113	no trailer
Registration #	Customer Phone
PA9469DT	718-775-1242

Item	Quantity	Description	Rate	Amount
Labor - Nick	1	Troubleshoot fault code SPN 441 (count 20) JM spoke to volvo Tech. (Bill) I printed fault code list and two pages of manual to further troubleshoot problem. 4-22-19 Generator shuts off after 40 minutes of run time. Customer is doing master reset to get it to restart Service - Labor: replaced oil pressure sender, ran for 45 minutes with no problem. 4/22	109.00	109.00T
Labor - Nick	1	5-7-19 customer came in and said he went out and had overheat fault again Service - Labor: replaced port side sender, no part number. 5/10/19 PA Sales Tax	109.00 6.00%	109.00T 13.08

Notes:

Service Writer
Date Requested
Engine Hours In/Out
Tech

I authorize the above repair work to be done along with the necessary materials and grant you permission to operate the unit as necessary for purposes of testing or inspection. If I fail to pay for completed work, I understand you will have a mechanic's lien upon the Unit to secure payment for work and I representatively waive all rights under the State Lien. If collection is made by sales or any other method required, I agree to pay interest until paid in full, plus collection costs, including reasonable attorney's fee. I have received a copy of this Work Order. I agree that the seller is not responsible for any loss or damage to the unit and or contents in case of fire, theft or any other cause beyond his control.

X

My signature above is authorization to complete the repairs described above and acceptance of the terms herein

Total \$231.08**Payments/Credits** \$0.00**Balance Due** \$231.08

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2020-C-0359 /s/D N

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Sterling Marina
P.O. Box 195
Greentown, PA 18426
(570) 689-4205**Invoice**

Bill To
Igor Shibirin 645 Woodpoint Ct 366 The Hideout Luke Ariel, PA 18436

Slip Location
B-36

Date	Invoice #
4/25/2019	37681

Boat - Make & Model	Hull ID #
Regal 28 Express	RGMHK5768818
Engine Serial #	Trailer Make
A975113	no trailer
Registration #	Customer Phone
PA9469DT	718-775-1242

Item	Quantity	Description	Rate	Amount
Water Fuel Sep C...	1	Oil or gas leak, has film behind boat while sitting and idling along OIL SLICK BEHIND BOAT		
VOP3847644	1	vinny and nick checked it out, seems to be coming from the trim tab (starboard), pull boat, find leak and fix.	69.95	69.95T
Labor - Nick	0.5	Water fuel separator change	0.00	0.00T
VOP21700445	1	Filter	109.00	54.50T
Shop Supplies	1	Service - Labor: R/R impeller	69.98	69.98T
	1	Impeller Kit	4.86	4.86T
		Shop Supplies		
		45 hours on boat		
		29 hours on gen.		
		Dons. 5/13/19		
		PA Sales Tax	6.00%	11.96
Notes:			Service Writer	
			Date Requested	
			Engine Hours In/Out	
			Tech	
I authorize the above repair work to be done along with the necessary materials and grant you permission to operate the unit as necessary for purpose of testing or inspection. If I fail to pay for completed work, I understand you will have a merchant's lien upon the Unit to secure payment for work and I expressly waive all rights under the State Law. If collection is made by suit or any other method required, I agree to pay interest until paid in full, plus collection costs, including reasonable attorney's fee. I have received a copy of this Work Order. I agree that the seller is not responsible for any loss or damage to the unit and or contents in case of fire, theft or any other cause beyond his control.			Total	
			\$211.25	
			Payments/Credits	
			\$0.00	
			Balance Due	
			\$211.25	

X

My signature above is authorization to complete the repairs described above and acceptance of the terms herein

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2020-C-0359 /s/D N

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Sterling Marina
P.O. Box 195
Greentown, PA 18426
(570) 689-4205

Invoice

Slip Location
B-36

Date	Invoice #
6/4/2019	38342

Bill To
Igor Shilkin 645 Woodpoint Ct 366 The Hideout Lake Ariel, PA 18436

Boat - Make & Model	Hull ID #
Regal 28 Express	ROMHK576B818
Engine Serial #	Trailer Make
A975113	no trailer
Registration #	Customer Phone
PA9469DT	718-775-1242

Item	Quantity	Description	Rate	Amount
		customer was running generator after repairs and temp light came on and engine slowed down troubleshoot and repair JM 6-5-19 Vin asked to order Impeller for generator PA Sales Tax	6.00%	0.00
Notes:			Service Writer Date Requested Engine Hours In/Out Tech	
I authorize the above repair work to be done along with the necessary materials and grant you permission to operate the unit as necessary for purposes of testing or inspection. If I fail to pay for completed work, I understand you will have a mechanic's lien upon the Unit to secure payment for work and I expressly waive all right under the State Law. If collection is made by seller or any other method required, I agree to pay interest until paid in full, plus collection costs, including reasonable attorney's fee. I have received a copy of this Work Order. I agree that the seller is not responsible for any loss or damage to the unit and accessories in case of fire, theft or any other cause beyond his control.			Total	\$0.00
X			Payments/Credits	\$0.00
My signature above is authorization to complete the repairs described above and acceptance of the terms herein			Balance Due	\$0.00

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2020-C-0359 /s/D N

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Sterling Marina
P.O. Box 195
Greentown, PA 18426
(570) 689-4205

Invoice

Slip Location
B-36

Date	Invoice #
6/20/2019	38564

Bill To
Igor Shilbrin 645 Woodpoint Ct 366 The Hideout Lake Ariel, PA 18436

Boat - Make & Model	Hull ID #
Regal 28 Express	RGMHK576B818
Engine Serial #	Trailer Make
A975113	no trailer
Registration #	Customer Phone
PA9469DT	718-775-1242

Item	Quantity	Description	Rate	Amount
		customer called and he had another overheat motor automatically reduced rpms and customer hasn't been back to use it ASAP - MM PA Sales Tax	6.00%	0.00
Notes:			Service Writer	
			Date Requested	
			Engine Hours In/Out	
			Tech	
I authorize the above repair work to be done along with the necessary materials and grant you permission to operate the unit as necessary for purposes of testing or inspection. If I fail to pay for completed work, I understand you will have a mechanic's lien upon the Unit to secure payment for work and I expressly waive all rights under the State Law. If collection is made by suits or any other method required, I agree to pay interest and legal fees, including reasonable attorney's fee. I have received a copy of this Work Order. I agree that the seller is not responsible for any loss or damage to the unit and or contents in case of fire, theft or any other cause beyond his control.			Total	
			Payments/Credits	
			Balance Due	
X My signature above is authorization to complete the repairs described above and acceptance of the terms herein			0.00	
			0.00	
			0.00	

FILED 2/4/2020 9:05 AM, Clerk of Judicial Records, Civil Division, Lehigh County, PA
2020-C-0359 /s/D N

Sterling Marina
P.O. Box 195
Greentown, PA 18426
(570) 689-4205

Invoice

Bill To
Igor Shibirin 645 Woodpoint Ct 366 The Hideout Lake Ariel, PA 18436

Slip Location
B-36

Date	Invoice #
9/14/2019	39838

Boat - Make & Model	Hull ID #
Regal 28 Express	RGMHK576B818
Engine Serial #	Trailer Make
A975113	no trailer
Registration #	Customer Phone
PA9469DT	718-775-1242

Item	Quantity	Description	Rate	Amount
		temp sensor in manifold malfunctioning		
		replaced manifolds per volvo recommendation		
		PA Sales Tax	6.00%	0.00

Notes: I authorize the above repair work to be done along with the necessary materials and grant you permission to operate the unit as necessary for purposes of testing or inspection. If I fail to pay for completed work, I understand you will have a mechanic's lien upon the Unit to secure payment for work and I expressly waive all rights under the State Laws. If collection is made by rule or any other method required, I agree to pay interest until paid in full, also collection costs, including reasonable attorney's fee. I have received a copy of this Work Order. I agree that the seller is not responsible for any loss or damage to the unit and or contents in case of fire, theft or any other cause beyond his control. X _____ My signature above is authorization to complete the repairs described above and acceptance of the terms herein.	Service Writer Date Requested Engine Hours In/Out Tech	
	Total	\$0.00
	Payments/Credits	\$0.00
	Balance Due	\$0.00

EXHIBIT B

FILED 8/20/2020 11:45 AM, Clerk of Judicial Records, Civil Division, Lehigh County, PA
2020-C-0359 /s/A D

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA

IGOR SHIBIRIN

CIVIL DIVISION

NO.: 2020-C-0359

v.

AMENDED COMPLAINT IN CIVIL ACTION

**REGAL MARINE INDUSTRIES, INC.,
AND VOLVO PENTA OF THE
AMERICAS, LLC**

**File on behalf of Plaintiff:
Igor Shibirin**

COUNSEL OF RECORD FOR THIS PARTY:

**Timothy J. Abeel, Jr., Esq.
Identification No.: 209961**

**TIMOTHY ABEEL & ASSOCIATES, P.C.
25 Regency Plaza
Glen Mills, PA 19342
(484)800-8433**

WRIT WAIVED

FILED 8/20/2020 11:45 AM, Clerk of Judicial Records, Civil Division, Lehigh County, PA
2020-C-0359 /s/A D

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION
ARBITRATION DOCKET

IGOR SHIBIRIN,
Plaintiff

NO. 2020-C-0359

v.

REGAL MARINE INDUSTRIES, INC.,
AND VOLVO PENTA OF THE AMERICAS, LLC,
Defendants

NOTICE TO DEFEND

CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE

Lehigh County Bar Association
1114 Walnut Street
Allentown, PA 18102
(610) 433-7094

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators. **IF YOU FAIL TO FILE** the response described in the "Notice to Defend" a judgment for the amount claimed in the Complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

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2020-C-0359 /s/A D

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

FILED 8/20/2020 11:45 AM, Clerk of Judicial Records, Civil Division, Lehigh County, PA
2020-C-0359 /s/A D

**IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION**

IGOR SHIBIRIN

Plaintiff

NO. 2020-C-0359

v.

**REGAL MARINE INDUSTRIES, INC.,
AND VOLVO PENTA OF THE AMERICAS, LLC,
Defendants**

AMENDED COMPLAINT

1. Plaintiff, Igor Shibirin, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 645 Woodpoint Court, 366 The Hideout, Lake Ariel, PA 18436.

2. Defendant, Regal Marine Industries, Inc., is a corporation qualified to do an regularly conduct business in the State of Pennsylvania, with its address and principal place of business located at 2300 Jetport Drive, Orlando, FL 32809, and can be served at this address.

3. Defendant, Volvo Penta of the Americas, LLC, is a corporation qualified to do an regularly conduct business in the State of Pennsylvania, with its address and principal place of business located at 1300 Volvo Penta Drive, Chesapeake, VA 23320, and can be served at c/o CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060.

BACKGROUND

4. On or about July 24, 2017, Plaintiff purchased a new 2018 Regal 28 Express, manufactured and warranted by Defendant, bearing the Vehicle Identification Number

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2020-C-0359 /s/A D

RGMHK576B818.

5. The vessel was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

6. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$136,593.20. A true and correct copy of the contract is attached hereto, made a part hereof and marked Exhibit "A".

7. In consideration for the purchase of said vessel, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vessel and/or remedial action in the event the vessel fails to meet the promised specifications.

8. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

9. The parties' bargain includes an express warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

10. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vessel is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

11. During the warranty period, Plaintiff complained about defects and or non-conformities to the following vessel components: generator shutting off, oil slick behind vessel, temperature light illuminating and engine slowing down, and vessel overheating. True and correct copies of the repair invoices are attached hereto, made a part hereof and marked Exhibit "B".

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12. The vessel continues to exhibit defects and nonconformities which substantially impairs its use, value and/or safety as provided in 73 P.S. §1951 et seq.

COUNT I
AGAINST ALL DEFENDANTS
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

13. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth in length herein.

14. Plaintiff has or may have resorted to Defendants' informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

15. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no Automobile manufacturer complies with 16 CFA 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

16. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301 (3).

17. Defendants are "suppliers", "warrantors", and a "service contractors" as defined by 15 U.S.C. §2301 (4),(5) and (8).

18. The subject vessel is a "consumer product" as defined by 15 U.S.C. §2301 (1).

19. By the terms of its written warranties, affirmations, promises, or service contracts, Defendants agreed to perform effective repairs at no charge for parts and/or labor.

20. The Magnuson-Moss Warranty Improvement Act requires Defendants to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vessel was delivered.

21. Defendants have made attempts on several occasions to comply with the terms of its express warranties,; however, such repair attempts have been ineffective.

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22. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be in appropriate.

23. Plaintiff has afforded Defendants a reasonable number of opportunities to confirm the vessel to the aforementioned express warranties, implied warranties and contracts.

24. As a direct and proximate result of Defendants' failure to comply with the express written warranties, Plaintiff as suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suite for such damages and other legal and equitable relief.

25. Defendants' failure is a breach of Defendants' contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

26. Plaintiff avers that Defendants' warranty was not provided to Plaintiff until after the vessel was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

27. Plaintiff avers Defendants' Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vessel.

28. Plaintiff avers that Defendants' warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

29. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendants.

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WHEREFORE, Plaintiff respectfully demands judgment against Defendants in an amount equal to the price of the subject vessel, plus all collateral charges, incidental and consequential damages, reasonable attorney's fees, and all court costs.

COUNT II
AGAINST ALL DEFENDANTS
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

30. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiff is a "Person" as defined by 73 §201-2(2).

32. Defendants are "Persons" as defined by 73 §201-2(2).

33. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

34. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

35. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another,

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

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2020-C-0359 /s/A D

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing.

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

36. Plaintiff avers Defendants have violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

37. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

38. Defendants' conduct surrounding the sale and servicing of the subject vessel falls within the aforementioned definitions of "unfair or deceptive acts or practices."

39. The Act also authorizes the Court, in its discretion to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendants in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral changes, attorneys' fees, all court costs and treble damages.

TIMOTHY ABEEL & ASSOCIATES, P.C.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiff

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VERIFICATION

Timothy J. Abeel, Jr., states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the forgoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiff

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EXHIBIT "A"

MARINE ~~WATER~~ PURCHASE AGREEMENT

7/24/12

FILED 8/20/2020 11:45 AM, Clerk of Judicial Records, Civil Division, Lehigh County, PA
2020-C-0359 /s/A D

EXHIBIT "B"

FILED 8/20/2020 11:45 AM, Clerk of Judicial Records, Civil Division, Lehigh County, PA
2020-C-0359 /s/A D

about:blank

Starling Marina
P.O. Box 195
Greentown, PA 18426
(570) 689-4205

Invoice

Bill To		Ship Location	Date	Invoice #
Igor Shibilin 649 Woodpoint Ct 366 The Hideout Lake Ariel, PA 18436		B-3d	3/22/2019	37303
		Boat - Make & Model	Hull ID #	
		Regal 28 Express	RQMHHK1768818	
		Engine Serial #	Trailer Make	
		A975113	no trailer	
		Registration #	Customer Phone	
		PA9469DT	718-775-1242	

Item	Quantity	Description	Rate	Amount
SUMMERIZATI...	1	Install Auto trim customer provided compound any scratches & heavy wax Summerize from storage & launch to his slip ASAP Generator was shutting off please check may part of warranty bulletin Scan volvo system for an overheat last season Be sure galecat repairs are complete (warranty) JM	0.00	0.00T
DBY074	28	Heavy Wax Entire Boat CUDDY CABIN	18.00	504.00T
Labor - Nick	6	Service - Labor: installed auto trim that customer provided and lake tested.	109.00	654.00T
Shop Supplies	1	Shop Supplies	28.95	28.95T
		Performed service campaign per volvo T-0079, Fuel Filter Tightening. PA Sales Tax	6.00%	71.22
Notes:			Service Writer	
			Date Requested	
			Engine Hours In/Out	
			Tech	
<small>I warrant that the above repairs work to be described with the necessary materials and parts per manufacturer's recommendation. I warrant that the repairs will be completed within the specified time frame and that the work will be done in a professional manner. I warrant that the repairs will be done in a safe manner and that the work will be done in a timely manner. I warrant that the repairs will be done in a safe manner and that the work will be done in a timely manner. I warrant that the repairs will be done in a safe manner and that the work will be done in a timely manner.</small>			Total	\$1,258.11
X			Payments/Credits	\$-1,258.17
<small>My signature above is certification to complete the repairs described above and acceptance of the terms herein</small>			Balance Due	\$0.00

Sterling Marina
P.O. Box 195
Greentown, PA 18426
(570) 689-4205

Slip Location	Date	Invoice #
B-J6	6/20/2019	38564

Boat - Make & Model	Hull ID #
Regal 28 Express	ROMHX376B818
Engine Serial #	Trailer Make
A973113	no trailer
Registration #	Customer Phone
PA9469DT	718-775-1242

Bill To
Igor Shilkin
645 Woodpoint Ct
386 The Hideout
Lake Ariel, PA 18436

1 of 1

6/28/2019, 10:35 AM

FILED 8/20/2020 11:45 AM, Clerk of Judicial Records, Civil Division, Lehigh County, PA
2020-C-0359 /s/A D

Sterling Marina
P.O. Box 195
Greentown, PA 18426
(570) 689-4205

Invoice

Bill To
Igor Shibirin 645 Woodpoint Ct 366 The Hideout Lake Ariel, PA 18436

Slip Location
B-36

Date	Invoice #
9/14/2019	39838

Boat - Make & Model	Hull ID #
Regal 28 Express	RGMHK576B818
Engine Serial #	Trailer Make
A975113	no trailer
Registration #	Customer Phone
PA9469DT	718-775-1242

Item	Quantity	Description	Rate	Amount
		temp sensor in manifold malfunctioning replaced manifolds per volvo recommendation PA Sales Tax	6.00%	0.00

Notes: <small>I authorize the above repair work to be done along with the necessary materials and grant you permission to operate the unit as necessary for purposes of testing or inspection. If I fail to pay for completed work, I understand you will have a mechanic's lien upon the Unit to secure payment for work and I expressly waive all rights under the State Laws. If collection is made by suit or any other method required, I agree to pay interest until paid in full, also collection costs, including reasonable attorney's fee. I have received a copy of this Work Order. I agree that the seller is not responsible for any loss or damage to the unit and or contents in case of fire, theft or any other cause beyond his control.</small> X _____ My signature above is authorization to complete the repairs described above and acceptance of the terms herein.	Service Writer Date Requested Engine Hours In/Out Tech
	Total \$0.00
	Payments/Credits \$0.00
	Balance Due \$0.00

EXHIBIT C



**Service of Process
Transmittal**

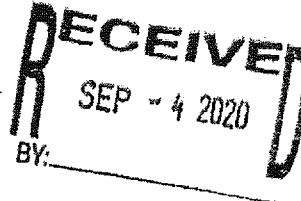
08/28/2020

CT Log Number 538162877

TO: Ronda Lacher
Volvo Penta of the Americas
1300 Volvo Penta Dr
Chesapeake, VA 23320-1690

RE: Process Served in Virginia

FOR: Volvo Penta of the Americas, LLC (Domestic State: DE)



ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	IGOR SHIBIRIN, PLTF, vs. REGAL MARINE INDUSTRIES, INC. AND VOLVO PENTA OF THE AMERICAS, LLC, DFTS.
DOCUMENT(S) SERVED:	-
COURT/AGENCY:	None Specified Case # 2020C0359
NATURE OF ACTION:	Product Liability Litigation - Lemon Law
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Glen Allen, VA
DATE AND HOUR OF SERVICE:	By Certified Mail on 08/28/2020 postmarked on 08/25/2020
JURISDICTION SERVED :	Virginia
APPEARANCE OR ANSWER DUE:	None Specified
ATTORNEY(S) / SENDER(S):	None Specified
ACTION ITEMS:	SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780114128394 Email Notification, Ronda Lacher ronda.lacher@volvo.com Email Notification, Julia Kelley julia.kelley@volvo.com
SIGNED:	C T Corporation System
ADDRESS:	1209 N Orange St Wilmington, DE 19801-1120
For Questions:	866-401-8252 EastTeam2@wolterskluwer.com

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IGOR SHIBIRIN	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL ACTION NO.
	:	
REGAL MARINE INDUSTRIES, INC.	:	
AND	:	
VOLVO PENTA OF THE AMERICAS,	:	
LLC	:	
	:	
Defendants.	:	

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA

IGOR SHIBIRIN	:	COURT OF COMMON PLEAS
	:	LEHIGH COUNTY
	:	
v.	:	
	:	CIVIL DIVISION
REGAL MARINE INDUSTRIES, INC.	:	No. 2020-C-0359
AND	:	
VOLVO PENTA OF THE	:	
AMERICAS, LLC	:	

CONSENT TO REMOVAL

I, the undersigned, as counsel on behalf of Defendant, Regal Marine Industries, Inc., in the above-captioned action, execute this Consent to Removal on behalf of Defendant, Regal Marine Industries, Inc., indicating that Defendant, Regal Marine Industries, Inc., consents to the removal of this action to the United States District Court for the Eastern District of Pennsylvania.

By: /s/ Brooks Rathet
Brooks Rathet, Esquire
Bromagen Rathel Klee & Smith PA
135 2nd Avenue North, Suite 1
Jacksonville Beach, FL 32250
(*Pro Hac Vice*) Attorney for Defendant,
Regal Marine Industries, Inc.